

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

TAG/ICIB SERVICES, INC. as agent
of COMPAGNIE GENERAL MARITIME

Plaintiff

CIVIL NO. 10-

vs.

COLLECTION OF DEMURRAGE

OLEIN RECOVERY CORPORATION

Defendant

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW plaintiff, TAG/ICIB Services, Inc. ("TAG"), as agent for Compagnie General Maritime ("CGM") through its undersigned attorneys, and respectfully states and prays:

1. This is an action in admiralty for collection of demurrage by an Ocean carrier. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1333, since this is an action on a bill of lading containing a maritime contract. Because this is an action in admiralty, jurisdiction in this Court is also proper pursuant to FED. R. CIVIL. P. 9(h).

2. TAG is a corporation organized under the laws of the State of Delaware, with offices in San Juan, Puerto Rico.

3. TAG serves as agent of CGM for collection of Ocean freight and demurrage.

4. CGM is an Ocean carrier engaged in the transportation of goods by sea and operates subject to the applicable freight and demurrage tariffs.

5. Pursuant to the applicable tariffs, CGM is obligated to collect all freight and demurrage charges due and owed pursuant to the tariffs on file.

6. Olein Recovery Corporation, upon information and belief, is a corporation organized under the laws of the Commonwealth of Puerto Rico.

7. Olein Recovery Corporation utilized the services and facilities of CGM, for transportation of cargo in a ship and cargo container of CGM.

8. Under the terms of the applicable tariffs, Olein Recovery Corporation is required to pay the freight and demurrage charges incurred by it in connection with transportation of goods by CGM and the use of its cargo containers.

9. The applicable tariffs provide for a period of time during which Olein Recovery Corporation was allowed to pick and unload containers at their place of destination, free of charge ("free-time"). After expiration of the free-time contemplated by the applicable tariffs, Olein Recovery Corporation is required to pay a demurrage charge for each day the containers were not picked up at CGM's facilities or retained beyond the free-time.

10. Olein Recovery Corporation has not picked up a container at CGM's facilities beyond the free-time period.

11. TAG, as agent for CGM, has attempted to collect the demurrage charges corresponding to the period during which Olein Recovery Corporation did not picked up the container at CGM's facilities beyond the free-time period.

12. TAG, as agent for CGM, has billed Olein Recovery Corporation **\$21,240.00** for demurrage charges which Olein Recovery Corporation has refused to pay. Enclosed, as "Exhibit A", which is incorporated and made part of this allegation is the invoice upon which the claim in the instant action is based.

WHEREFORE, TAG/ICIB Services, Inc. as agent for CGM hereby prays that Judgment be entered against Olein Recovery Corporation, ordering payment of **\$21,240.00** for demurrage owed pursuant to the applicable tariffs, plus interest, costs and attorneys fees.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 21st day of January, 2010.

Enrique Peral, USDC-PR 202802
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